



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO EXTEND THE TERM OF AGREEMENT AND
DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an Amendment (Exhibit I) to Agreement H-207634. This Amendment will approve the delegation of duties and assignment of rights from C&A X-Ray to SourceOne Healthcare Technologies retroactive to April 1, 2004 and will extend the term of the Agreement for the provision of maintenance and repair services of imaging equipment at Martin Luther King, Jr./Drew Medical Center from July 1, 2004 through June 30, 2005 for an estimated net County cost of \$97,520.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of this action will allow the Director of Health Services, or his designee, to sign a Delegation of Duties and Assignment of Rights from C&A X-Ray (C&A) to SourceOne Healthcare Technologies (SourceOne), effective retroactive to April 1, 2004, and extend the term of the Agreement through June 30, 2005, to provide uninterrupted imaging equipment maintenance and repair services.

FISCAL IMPACT/FINANCING:

The total estimated maximum County obligation from July 1, 2004 through June 30, 2005 will be \$97,520.

Funding is included in the Fiscal Year 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On July 16, 2002, the County entered into an agreement with C&A for the provision of maintenance and repair services for imaging equipment at Martin Luther King, Jr./Drew Medical Center (King/Drew).

On June 17, 2003, the Board approved Amendment No. 1, to extend the term of the Agreement from July 1, 2003 through June 30, 2004 and added required Board mandated provisions.

On April 1, 2004, C&A delegated and assigned rights and responsibilities to SourceOne for maintenance and repair of imaging equipment at King/Drew. The County is asked to retroactively consent to such assignment and delegation. Any amounts due under Agreement No. H-207634 from County for contractor services which have not been paid shall be paid to SourceOne, effective retroactive to April 1, 2004.

Amendment No. 2 will also extend the term of the Agreement through June 30, 2005.

Attachment A provides additional information.

This Amendment includes the most current Board-mandated provisions for Contractor's Warranty of Adherence to County's Child Support Compliance Program and Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program and Contractor Responsibility and Debarment.

The Amendment (Exhibit I) has been approved as to form by County Counsel.

Current County policy and guidelines require the timely submission of Agreements for Board approval. However, this Amendment was not scheduled for placement on the Board's agenda three weeks prior to its effective date due to the delay in receiving all necessary required documents from the Contractor.

Contractor is in compliance with all Board-mandated requirements.

CONTRACTING PROCESS:

Not applicable.

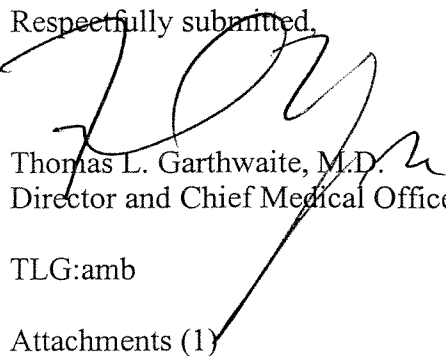
The Honorable Board of Supervisors
June 17, 2004
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Agreement will assure the continued provision of maintenance and repair services at King/Drew.

When approved, this Department required three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:amb

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD3469.amb.wpd

SUMMARY OF AMENDMENT TO AGREEMENT

1. TYPE OF SERVICE:

Maintenance and Repair Services of imaging equipment at King/Drew.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

FROM:

C&A X-Ray
Dave Crowe
Vice President
7326 Jefferson Street
Paramount, CA
(562) 602-2465 or 487-7225

TO:

SourceOne Healthcare Technologies
Tom Chase
Regional Service Manager
8020 Tyler Blvd.
Mentor, Ohio 44060
(520) 575-7001

3. TERM:

The Amendment is effective retroactive to April 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

The total estimated maximum County obligation from July 1, 2004 through June 30, 2005 will be \$97,520.

5. PROGRAM INFORMATION:

The Administrative staff at King/Drew will be responsible for monitoring this Agreement.

6. APPROVALS:

King/Drew: David Runke, Acting CEO, King/Drew Medical Center

Contract Administration: Irene E. Riley, Director

County Counsel: Elizabeth Friedman Senior Deputy County Counsel

BLETCD
amb: 1/20/04

EXHIBIT I

Contract No. H-207634

MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR IMAGING PROCESSORS

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this day
of _____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

C&A X-Ray (hereafter "C&A")

and

SOURCEONE HEALTHCARE TECHNOLOGIES
(hereafter "Contractor"),

WHEREAS, on July 16, 2002, County and C&A entered an Equipment Maintenance and Repair Services Agreement, subsequently amended on June 17, 2003, allowing C&A the unexclusive right to provide routine preventative maintenance and as-needed repair services for certain equipment at Martin Luther King, Jr./Drew Medical Center (hereafter referred to as "Agreement"); and

WHEREAS, on April 1, 2004 C&A delegated rights and responsibilities under Agreement to Contractor; and

WHEREAS, Contractor has asked County to consent to the delegation of duties and assignment of rights under said Agreement; and

WHEREAS, under the terms of the Agreement, a formal assignment and delegation of Agreement must be approved by County; and

WHEREAS, County acknowledges Contractor is a provider of equipment maintenance services and, as such, is capable of carrying out the services as required under the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All rights, duties and obligations under Agreement shall be assigned and delegated by C&A to Contractor, effective April 1, 2004.

All references in the Agreement to "C&A X-Ray" or "Contractor" shall be replaced with "SourceOne Healthcare Technologies."

2. County consents retroactively to such assignment and delegation.

3. Any amounts due under Agreement from County for Contractor services from April 1, 2004 through June 30, 2005 which have not yet been paid shall be paid to Contractor.

4. County, C&A, and Contractor, by mutual subscription hereon, agree to this delegation of duties and assignment of rights.

5. That Exhibit D-1, attached hereto and incorporated herein by reference, be added to the Agreement effective July 1, 2004.

6. That Paragraph 2, TERM AND TERMINATION, of the body of the Agreement be revised as follows:

"2. TERM AND TERMINATION:

A. This Agreement shall commence upon Board approval and shall continue in full force and effect to and including June 30, 2005, unless sooner terminated as provided herein. This Agreement may be cancelled or terminated by County, with or without cause, upon the giving of at least thirty (30) calendar days upon prior written notice to Contractor. County may terminate this Agreement in accordance with the Additional Provisions of the Agreement.

B. Failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to comply with any of the material terms of this Agreement, in whole or in part, or any directions by or on behalf of County issued pursuant thereto, or failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to perform the services described herein shall constitute a material breach of this Agreement and County may terminate this Agreement immediately. Immediate termination hereunder shall be effected by delivery to Contractor of a written Notice of Immediate Termination which shall be effective upon Contractor's receipt of such Notice of Immediate Termination.

After receipt of a Notice of Immediate Termination,

Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) days from receipt of such Notice of Immediate Termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

C. The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in it's best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted properly, but not later than sixty (60) days from the effective date of termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination is made, County shall pay Contractor the amount so determined.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

E. In the event of termination under this Paragraph, Contractor shall be compensated only for those services completed prior to the effective date of termination, in accordance with the terms of this Agreement."

7. That Paragraph 5, MAXIMUM OBLIGATION, of the body of the Agreement be revised as follows:

"5. MAXIMUM OBLIGATION: During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided hereunder is \$137,378. During the period commencing July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided by Contractor shall not exceed \$97,520.

8. That Paragraph 29, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional Provisions of the Agreement be revised as follows:

"29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this

Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

9. That Paragraph 30, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional Provisions of the Agreement be revised as follows:

"30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph 29 immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this

Agreement pursuant to the "Termination for Default", Paragraph 21, of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

10. That Paragraph 33, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of the Additional Provisions of the Agreement be deleted in its entirety.

11. That Paragraph 41, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Additional Provisions of the Agreement be revised as follows:

"41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or

proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (sub-contractors/subconsultants) of County Contractors."

12. Except as provided in this Amendment, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and C&A and CONTRACTOR have caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

C&A X-RAY
Contractor-Assignor/Delegator

By _____

Title _____

APPROVED AS TO FORM:
BY OFFICE OF THE

SOURCEONE HEALTHCARE TECHNOLOGIES
Contractor-Assignee/Delegatee

By _____
Deputy

By _____

Title _____

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Irene E. Riley, Director
Contract Administration

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EXHIBIT D-1

BILLING SCHEDULE

KING/DREW TRAUMA EQUIPMENT LOCATION	DESCRIPTION/SERIAL NUMBER	MONTHLY COST*	BILLING SCHEDULE
TO-108B (Main Laser)	LASER & PROCESSOR FL-IMD S/N # 6653413	\$645.00	MONTH END
T1-311 (CATH)	LASER AND PROCESSOR FL-IMD S/N # 7654378	\$645.00	MONTH END
TO-108B (Main # 1)	PROCESSOR FPM 6000SP S/N # 6619861017	\$645.00	MONTH END
TO-108B (CHEST)	PROCESSOR Kodak M7B S/N #28250	\$645.00	MONTH END
IE-18 (ANGIO)	LASER & PROCESSOR FL -IMD S/N # 8675233	\$645.00	MONTH END
IE-14 (TRAUMA)	PROCESSOR 6000SP S/N #7659861035B	\$645.00	MONTH END
TO-211 (MAMMO/US)	PROCESSOR FPM 6000 SP S/N #767981044B	\$645.00	MONTH END
TO-108B (Main # 2)	PROCESSOR FPM 6000SP S/N # 7669861039B	\$645.00	MONTH END
		QUARTERLY COST	
TO-211 (MAMMO/US)	MULTI-LOADER FEM 430MOL-7 S/N #76669031553B	\$2,225.00	Sept. 30, 2004, Dec. 31, 2004, March 31, 2005, June 30, 2005
T1-311 (TRAUMA)	MULTI-LOADER FEM430 MOL-7 S/N # 7659031546b	\$2,225.00	Sept. 30, 2004, Dec. 31, 2004, March 31, 2005, June 30, 2005
TO-208B (Main # 2)	MULTI-LOADER FEM 430ML7 S/N# 7619031514B	\$2,225.00	Sept. 30, 2004, Dec. 31, 2004, March 31, 2005, June 30, 2005
TO-208B (Main # 1)	MULTI-LOADER FEM 430MOL-7 S/N #7619091517B	\$2,225.00	Sept. 30, 2004, Dec. 31, 2004, March 31, 2005, June 30, 2005

ESTIMATED ANNUAL COST: (for equipment paid on a monthly basis) \$ 61,920

ESTIMATED ANNUAL COST: (for equipment paid on a quarterly basis) \$ 35,600

TOTAL ESTIMATED CONTRACT COST: \$97,520